

**EMPLOYMENT CONTRACT
BETWEEN
HIGH POINT REGIONAL BOARD OF EDUCATION
AND
DR. SCOTT D. RIPLEY**

This Agreement is made and entered into this January 21, 2019 by and between the High Point Regional Board of Education, Sussex County, New Jersey (hereinafter referred to as "Board") and Dr. Scott D. Ripley (hereinafter referred to as "Superintendent"), residing at [REDACTED], Wantage, New Jersey 07461.

WHEREAS, the Board is duly constituted and a validly existing Board of Education pursuant to Title 18A of the New Jersey Statutes; and

WHEREAS, the Board is authorized by N.J.S.A. 18A:17-15 to appoint for a term of not less than three nor more than five years, a superintendent of schools by the recorded majority vote of the full membership of the Board; and

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in accordance with law and in order to insure the continuity of leadership within the Education; and

WHEREAS, Dr. Scott D. Ripley will perform the duties and responsibilities of the Board's Superintendent of Schools; and

WHEREAS, the Board and the Superintendent agree that a written employment contract is necessary specifically to describe their relationship and to serve as the basis of effective communication between them; and

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of services by the Superintendent as stated herein, the parties hereto agree as follows:

1. TERM

The Board hereby agrees to employ and Dr. Scott D. Ripley hereby accepts employment as Superintendent for a term commencing July 1, 2019 and ending June 30, 2022.

2. PROFESSIONAL CERTIFICATION AND POSITION

The Superintendent holds, and shall hold throughout the term of this Agreement, a valid certification to act as a Superintendent in this State and shall give his best professional services and faithfully perform the duties and discharge the responsibilities assigned to him as Superintendent by the Board, the School Code and the laws of this State for twelve (12) months of full and regular service each year of this contract in a competent and professional manner

In the event that the certificate of the Superintendent is revoked, this contract shall be null and void as of the date of the revocation.

3. POWERS, DUTIES AND RESPONSIBILITIES

The following shall be the powers, duties and responsibilities of the Superintendent:

(a) The Superintendent shall have general supervision over all aspects, including the fiscal operations and instructional programs, of the schools of the Board under rules and regulations prescribed by the State Board of Education, and shall keep himself informed as to their condition and progress and shall report thereon, from time to time, to, and as directed by, the Board.

(b) The Superintendent shall furnish recommendations to the Board on all matters having to do with appointment, transfer, promotion, reduction, or termination of personnel employed or to be

employed by the Board, all such recommendations being, where applicable under law and regulation, subject to final approval by the Board.

(c) The Superintendent shall have a seat on the Board and the right to speak on all matters at meetings of the Board and its committees, but shall have no vote. The Superintendent and/or his designee(s) will attend (i) all regular, conference and special meetings of the Board (except those portions of meetings during which the Board discusses the Superintendent's performance or conduct, in which case the Superintendent's right to notice and to attend and be represented by counsel shall be governed by statute and law) and (ii) any committee meeting thereof, either at the request of the chairman of the committee or at his discretion, and will serve as advisor to said committees on all matters affecting the Board.

(d) Criticisms, complaints, and suggestions called to the attention of the Board or its members will be referred to the Superintendent for study, disposition or recommendations as the Board and the Superintendent deem appropriate.

(e) The powers, duties and responsibilities herein described shall be performed and discharged by him or by his staff under his direction.

(f) The Superintendent shall have the right to legal assistance from the Board appointed attorney(s), in carrying out his duties at the expense of the Board.

(g) The Superintendent, as a recognized expert in the field of education, shall be permitted to engage in activities such as teaching at the university level, consultative work, speaking engagements, writing and publishing in the field of education, mentoring, or other professional work for compensation so long as such activities do not interfere with his ability to manage the District.

4. PROFESSIONAL DEVELOPMENT

The Board encourages the continuing professional development of the Superintendent. The Superintendent may, therefore, become a member of the New Jersey Association of School Administrators, the American Association of School Administrators, the Sussex County Association of School Administrators, the National Association of Secondary School Principals and the New Jersey Principals and Supervisors Association, as well as represent the High Point Regional High School Board of Education at the Garden State Coalition of Schools. The Board shall pay the dues charged for membership.

Board approval is required for the following activities:

- a. Attendance at conferences and conventions
- b. Payment of membership dues for professional organizations
- c. Acquisition of professional books, periodicals, or education information services
- d. Expenses in connection with meetings, conferences, visitations, seminars, or other activities undertaken for professional improvement.

The Superintendent shall also attend meetings, subject to Board approval which shall not be unreasonably withheld, sponsored by the New Jersey Department of Education, the Educational Improvement Center, the Executive County Superintendent, the New Jersey Association of School Administrators, the American Association of School Administrators, the New Jersey School Boards Association, the National Association of Educational Negotiators and colleges or commercial enterprises which are attended for the benefit of the school district. Travel reimbursement shall be granted in accordance with law. The Superintendent shall be permitted to attend two State conferences and one national conference per year.

5. COMPENSATION

A. The Board shall pay the Superintendent for the three years of this Agreement as follows:

July 1, 2019 – June 30, 2020 \$178,183

July 1, 2020 – June 30, 2021 \$181,747 + 1 quantitative merit goal

July 1, 2021 – June 30, 2022 \$185,382 + 1 quantitative & 1 qualitative merit goal

The annual salary shall be paid to the Superintendent in equal installments in accordance with the policy of the Board governing salary payments to the majority of professional employees regularly employed by the Board, or as otherwise agreed between the parties hereto. If it is ever necessary to calculate a per diem rate, it shall be calculated as 1/260th of the Superintendent's current contracted salary. During the term of this Agreement, including any extension or any additional term, the Superintendent shall not be reduced in compensation, including salary and benefits.

B. Merit Increases: As per Article 5A above, the Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select quantitative merit criteria and qualitative merit criteria as set forth in 5.A., depending on the contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.5% of his annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation of the

satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The merit bonus shall be paid within 30 days of the Executive County Superintendent approval. The Board's obligation to pay the merit bonus shall survive the termination of this Employment Agreement.

C. Due to the necessity of the Superintendent to be in constant contact with the district and the Board, the Superintendent will receive \$200.00 per month reimbursement for cell phone use and charges.

D. The Superintendent will receive \$100.00 per month for maintenance and cost of home WiFi/computer necessities.

6. VACATION, SICK, PERSONAL DAYS AND BEREAVEMENT LEAVE

(A) **Vacation Days** The Superintendent shall be granted 25 vacation days annually, all of which shall be available to the Superintendent on July 1 of each year. Upon separation from service, the Superintendent shall be paid for all unused accumulated vacation days, for a maximum of fifty (50) days at the rate of 1/ 260 of his then annual salary.

(B) **Sick Days** The Superintendent shall be allowed 14 days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative.

Upon the Superintendent's retirement with the District, the Board will pay all accumulated sick days at \$150.00/day up to a maximum total of \$15,000.00 dollars.

(C) **Personal Days** The Superintendent shall be granted five (5) non-cumulative personal days each year of this Agreement. Unused personal days shall be converted to sick days: one personal day shall be equivalent to ½ sick day. The accumulation of sick days is governed by 18A:30-7.

(D) Bereavement Leave

(i) In the case of absence of the Superintendent because of the death of a member of his immediate family or a relative who, immediately prior to his death or last illness lived in the household of the Superintendent, the full salary of the Superintendent shall be paid for a period not to exceed five (5) school days, consecutively or as designated by the employee and in connection with the settlement of an estate or provision for survivors of the deceased. If the absence continues for a longer period, the matter shall be referred to the Board to determine whether or not the Superintendent's salary should be paid for any additional days. Such determination shall take place on a case by case basis. The term "Immediate Family" as used in this section includes spouse, siblings, parents, grandparents, children and grandchildren, aunt, uncle, niece, or nephew of either spouse.

(ii) In the case of absence of the Superintendent because of the critical illness of a member of the Superintendent's immediate family, the provisions of paragraph (i), above, shall apply.

(iii) In the case of absence of the Superintendent because of major surgery to an immediate family member requiring the presence of the Superintendent, the Superintendent will be permitted to use one of the critical illness days set forth in paragraph (ii), above.

7. HOLIDAYS

The Superintendent shall have the following school holidays:

July 4	Christmas Day
Labor Day	New Year's Eve Day
Teachers Convention	New Year's Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

8. HEALTH BENEFITS

The Board shall provide the Superintendent with the same level of benefits provided to other district certificated professional employees.

(a) Full Health and Prescription Coverage

The Board shall provide the Superintendent, and where appropriate, family coverage, medical, surgical and Major Medical benefits under one of the health plans the Board of Education offers all district employees and prescription coverage. Pursuant to PL 2011, c. 78, the Superintendent shall contribute an amount toward payment of premiums as that of the other district certificated employees (Tier 3, at the execution of this contract).

(b) Dental Coverage

The Board shall pay the premium (subject to Chapter 78 contributions) for coverage of the Superintendent and his family in the dental plan the Board of Education offers all district employees. (Currently the Delta Dental Plan).

(c) Description to Superintendent

The Board shall provide to the Superintendent a description of the health care insurance coverage provided under this Agreement, including the conditions and limits of such coverage as furnished by the plans listed in paragraphs (a) and (b), above, when requested.

9. TRAVEL

The Superintendent shall be paid a reasonable allowance of \$125.00 per month as reimbursement for use of his vehicle in the performance of his duties.

10. DISTRICT GOALS and OBJECTIVES

Prior to September 1 of each year of this contract, the parties shall meet to establish the district goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to

writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

11. EVALUATION

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year on or before July 1, of each year during the term of this Agreement. The evaluation and assessment shall be based upon the goals and objectives of the Board for the year in question, the responsibilities of the Superintendent and other such criteria as the State Board of Education shall by regulation prescribe. The Board and the Superintendent shall mutually agree upon the evaluation format in each year of this contract. A copy of the evaluation shall be provided to the Superintendent. The Board and the Superintendent shall then meet to discuss the findings. The evaluation process shall be performed in accordance with N.J.A.C. 6:3-2.2.

12. REAPPOINTMENT AND TERMINATION

The Board and the Superintendent hereby agree that the following provisions will be applicable for the term of this Agreement, or any extension or renewal of this Agreement.

REAPPOINTMENT

In accordance with N.J.S.A. 18A:17-20, the Board shall notify the Superintendent, in writing, of the Board's intent not to reappoint the Superintendent for another term of employment, no less than 365 Days prior to the end of the current term of employment. In the event the Board so notifies the Superintendent, his employment shall cease at the expiration of that term, unless: (1) such notice is subsequently revoked, or (2) prior to the final day of such term, the Board reappoints him by amendment to this Agreement or by a new Agreement. Should the Superintendent not be so notified, the Superintendent shall be reappointed for a term of years of the same duration as the expiring term of office and the terms and conditions of this Agreement shall be extended to cover such new term, unless agreed otherwise by the Board and the Superintendent.

TERMINATION OF EMPLOYMENT CONTRACT

A. This Agreement shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. failure to possess/obtain proper certification;
2. revocation or suspension of the Superintendent certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
3. forfeiture under N.J.S.A. 2C: 51-2;
4. mutual agreement of the parties;
5. notification in writing by the Board to the Superintendent, at least ONE CALENDAR YEAR prior to the expiration of this Agreement, of the Board's intent not to renew this Agreement; or
6. material misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Agreement upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L.2007, c. 53, The School District Accountability Act.

13. INDEMNIFICATION

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as an agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and in the absence of willful misconduct on the part of the Superintendent, and, as such, liability coverage is within the authority of the Board to provide under state law in accordance with N.J.S.A. 18A:16-6 and 18A:16-6.1.

If, upon mutual agreement between the Board and the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of legal defense as permitted by state law. The Board will include the Superintendent under its existing professional liability insurance.

14. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel records is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, *et. seq.*, Executive Order No. 11 (November 15, 1974) and case law interpreting the aforementioned authority. Pursuant to the

Right To Know Law and Executive Order No. 11, the only personal information in connection with the Superintendent employment with the district which is deemed public is: (1) his name; (2) his title; (3) his salary; (4) his payroll record; (5) his length of service. All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

15. PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

16. PRE-EXISTING TENURE RIGHTS

Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent's contract for any reason.

17. MISCELLANEOUS

All references to the Educational Law contained herein shall also refer to any amendments to such Act or to any recodification of such Act.

This Agreement shall be construed in accordance with the laws of the state of New Jersey.

If any provision of this Agreement is determined by any court to be invalid in law or otherwise, then only that provision shall be stricken from this Agreement and this Agreement shall, in all other respects, be valid and continue in full force, effect and operation.

This Agreement contains the entire Agreement between the parties hereto and supersedes all other Board Policies, Agreements and representations, written or oral on the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed on the day and year first above written.


HIGH POINT BOARD OF EDUCATION

ATTEST:



KYLE VEALEY
BOARD OF EDUCATION-PRESIDENT

WITNESS:



DR. SCOTT D. RIPLEY
SUPERINTENDENT